

BENJAMIN SAYRE.

[To accompany Bill H. R. No. 99.]

APRIL 13, 1860.

Mr. HOARD, from the Committee on Claims, made the following

REPORT.

*The Committee on Claims, to whom were referred House bill No. 99, for the relief of Benjamin Sayre, and the accompanying petition and papers, respectfully report said bill back, with a recommendation that it do pass.*

The petitioner's claim is founded on his agreement made with the government December 18, 1832, for the erection of the bridge abutments of cut stone over the east branch of Whitewater river, at Richmond, Indiana. The contract was let by public advertisement and by sealed proposals. It was specified in the letting, by a written notice subjoined to the advertisement, that the filling-in behind the abutments and raising the road embankments from the river bluffs should be carried on and kept up by the governments as fast as the abutments were erected.

This was an important condition, greatly cheapening the work, as it would enable Sayre to haul all his stone and materials to the spot where they were to be used without rehandling or other expense, and give the advantage of plenty of room for the workmen, tools, and materials.

When the contract came to be filled out, in one of the usual printed contracts, this condition was omitted, and Sayre declined signing it for that reason. Milroy, the superintendent of the work, wished to put the contract immediately into the mail, in order to be sent to Washington, and told him if he would sign it in that form that this part of the contract should be observed. Sayre then signed it.

Subsequently, first, the contractors to fill, failed in their contract, and then it was thought best not to fill in behind the abutments for fear that the masonry would be injured while it was fresh. In consequence Sayre was compelled to haul the stone to the river at two points, each about fifteen rods from the abutments, load them into flatboats he constructed for the purpose, float them to the abutments, and then, by means of cranes which he had built, raise them on the work. This crowded workmen, tools, mortar-box, and materials on

the walls so as to hinder the work, besides requiring extra hands at loading and at the cranes. One thousand four hundred and seventy-eight perches of stone were laid above the natural surface of the ground. Sayre's claim is, in part, for the increased expense of putting up the masonry on account of this condition of the contract not being observed. The proof shows that this increased expense was from \$1 to \$1 77 per perch. The committee has adopted the price of \$1, and the sum of \$300 for cranes and flats.

During the progress of the work the engineer directed its suspension, with a view of adding eight feet to the height of the walls, which would have the effect of saving so much in cutting down the hills on both sides of the river. The suspension continued six weeks before the government adopted the modification, during which time Sayre and his hands and teams were idle. The proof shows that the expenses incurred, without counting the wages of the hands, was \$264.

On settling with Sayre the engineer refused to allow this charge, although admitting that this was the agreement on which the work was done, for the reason that this condition was not written in the contract, although written in the advertisement of the letting, and Sayre was then referred to Congress for relief.

The committee finds this claim well supported by proof, and regard its payment eminently just.